

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

Steve Halperin  
RKI

29168

**FILE:** B-214191

**DATE:** August 27, 1984

**MATTER OF:** Tom Shaw, Inc.

**DIGEST:**

1. Protest alleging that a brand name purchase description was unduly restrictive is denied where agency shows that at the time the decision was made, it had reason to believe that only the brand name product could meet its needs.
2. There is no legal basis for allowing an unsuccessful offeror to recover lost income or profits, legal fees in pursuing a bid protest or other direct and indirect costs other than proposal preparation costs.
3. Protester's claim for proposal preparation costs is denied because there is no showing that the government acted arbitrarily or capriciously in relation to protester's proposal.

Tom Shaw, Inc. (Shaw), protests the specifications and the award of a contract, under request for proposals (RFP) No. N62472-84-R-6514, issued by the Naval Facilities Engineering Command, Department of the Navy (Navy), for the repair of the wooden arch supports of five buildings. Shaw also claims reimbursement for its loss of income and profits and all other direct and indirect costs including proposal preparation costs.

We deny the protest and the claim.

The solicitation as originally issued required that the wood be treated with Osmose 24-12 liquid wood preservative or approved equal. Amendment 0006 eliminated the possibility of offerors submitting an approved equal. Shaw contends that amendment 0006 created an unduly restrictive specification because it was precluded from offering a product of its supplier which allegedly is equal to Osmose 24-12 and which would provide a substantial savings to the government.

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